

Exhibit B

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:)	
)	Chapter 11
TAYLOR, BEAN & WHITAKER)	
MORTGAGE CORP.,)	Case No. 3:09-bk-07047-JAF
)	
)	
Debtor.)	

**STIPULATION BETWEEN DEBTOR TAYLOR, BEAN & WHITAKER
MORTGAGE CORP. AND FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR COLONIAL BANK**

The Debtor and the FDIC-Receiver of Colonial Bank, Montgomery, Alabama (“Colonial Bank”), by and through their undersigned counsel, hereby agree and stipulate as follows:

WHEREAS, on August 24, 2009 (the “Petition Date”), Taylor, Bean & Whitaker Mortgage Corporation (the “Debtor”), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Middle District of Florida (the “Bankruptcy Court”); and

WHEREAS, the Debtor continues in management and operation of its properties and businesses pursuant to Bankruptcy Code sections 1107 and 1108; and

WHEREAS, ~~pre-petition~~prepetition, the Debtor had an extensive banking relationship with Colonial Bank and maintained numerous accounts at Colonial Bank (the “Colonial Accounts”); and

WHEREAS, as part of their extensive relationship, Colonial Bank was a mortgage investor under multiple agreements and the Debtor serviced mortgage loans (the “Colonial Mortgage Loans”) for Colonial Bank pursuant to the following agreements:

- (a) ~~(a)~~ Mortgage Loan Participation and Sale Agreement (AOT Program – Whole Loan Trades and Private Issue Securities), dated as of April 1, 2007, between the Debtor and Colonial Bank (the “Private AOT Agreement”); and
- (b) ~~(b)~~ Mortgage Loan Participation and Sale Agreement (AOT Program – Agency Securities), dated as of April 1, 2007, between the Debtor and Colonial Bank (the “Agent AOT Agreement”, and together with the Private AOT Agreements, the “AOT Agreements”); and
- (c) ~~(c)~~ Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program), dated as of December 18, 2007, between the Debtor and Colonial Bank (the “Wet & Dry COLB Agreement”); and
- (d) ~~(d)~~ Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program – Construction Agreement), dated as of December 18, 2007, between the Debtor and Colonial Bank (the “Construction COLB Agreement”, and together with the Wet & Dry COLB Agreement, the “COLB Agreements”); and
- (e) ~~(e)~~ Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program – Construction Agreement), dated as of December 10, 2008, between the Debtor, Colonial Bank and Seaside National Bank & Trust Corp. (the “Seaside COLB Agreement”); and
- (f) ~~(f)~~ Amended and Restated Master Repurchase Agreement, dated as of June 30, 2009, between the Debtor and Colonial Bank (the “Master Repo Agreement”, and together with the AOT Agreements, the COLB Agreements, the Seaside COLB Agreement, the “Mortgage Purchase Agreements”); and

WHEREAS, ~~prepetition, the Debtor also serviced mortgage loans for parties other than Colonial Bank (the “Non-Colonial Mortgage Loans” and together with the Colonial Mortgage Loans, the “Mortgage Loans,” and such other parties, including, but not limited to, Freddie Mac, Ginnie Mae, Bank of America, Wells Fargo Bank, N.A., and with all other trusts, trustees, investors and guarantors of any securitizations related to such Non-Colonial Mortgage Loans, together with Colonial Bank, collectively, the “Mortgage Investors”); and~~

WHEREAS, ~~prepetition, both Colonial Bank and the FDIC-Receiver and certain other Mortgage Investors~~ validly terminated the Debtor’s right to service the ~~mortgage loans~~ Colonial Mortgage Loans under the Mortgage Purchase Agreements; and

WHEREAS, prepetition, certain other Mortgage Investors validly terminated or purported to validly terminate the Debtor's right to service the Non-Colonial Mortgage Loans;

and

WHEREAS, by order of the Alabama State Banking Department, dated August 14, 2009, Colonial Bank was closed and the Federal Deposit Insurance Corporation (the "FDIC-Receiver") was appointed as its receiver and, by operation of law, the FDIC-Receiver succeeded to all rights, title, powers and privileges of Colonial Bank and of any stockholder, member, accountholder, depositor, officer, or director of Colonial Bank with respect to the institution and the assets of the institution pursuant to 12 U.S.C. § 1821(d)(2)(A)(i); and

WHEREAS, the FDIC-Receiver has filed a Motion for Relief from the Automatic Stay pursuant to § 362(d) ("Stay Relief Motion"); and

WHEREAS, the Debtor has filed an Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments, and Immediate Resolution of Related Issues ("Turnover Motion"); and

WHEREAS, the Debtor and the FDIC-Receiver desire to resolve the issues raised in the Stay Relief Motion and the Turnover Motion by entering into this stipulation (the "Stipulation"); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Debtor and the FDIC-Receiver do hereby agree and stipulate as follows:

1. Reconciliation of Bank Accounts and Borrower Payments: The Debtor and FDIC-Receiver agree that, in accordance with the terms of this Stipulation and such other procedures as may be mutually agreed upon by the parties hereto, ~~the Debtor~~ (subject to the Notice Procedures

set forth in paragraph 2 hereof), the Debtor, with the cooperation and assistance of the FDIC-Receiver, shall perform a full and complete “Servicing Reconciliation” of: (a) all ~~bank accounts~~Colonial Accounts maintained by the Debtor ~~at Colonial Bank~~ as of August 6, ~~2009;~~ ~~(b)~~2009, including all ~~borrower~~ payments received by and currently held ~~in the~~by Colonial Bank ~~lock box;~~ ~~(c) all borrower~~(including in lock boxes maintained by Colonial Bank), from borrowers under the Mortgage Loans (“Borrowers”); (b) all payments received by and currently under the control of the Debtor from Borrowers; and, ~~(d)~~ payments received from parties other than ~~borrowers~~Borrowers that are related to the mortgage servicing activities of the Debtor (e.g., tax and insurance refunds) (the “Servicing Reconciliation”). The Debtor shall use its best efforts to complete this Servicing Reconciliation no later than October 30, 2009, unless another time is agreed to in writing by the Debtor and the FDIC-Receiver~~,~~ subject to the Notice Procedures (as defined below). For all purposes of this stipulation, reference to “Mortgage Investor” shall mean, with respect to the Non-Colonial Mortgage Loans relating to TBW Mortgage-Backed Trust 2007-2 (the “2007-2 Securitization”), Assured Guaranty Corp. (“Assured”).

2. Transfer of Mortgage Servicing: The Debtor shall, as soon as reasonably practicable, but no later than October 1, 2009, transfer ~~all servicing,~~ subject to the Notice Procedures (as defined below), to RoundPoint Mortgage Servicing Corporation (“RoundPoint”), all servicing for all ~~mortgage loans~~Colonial Mortgage Loans owned by Colonial Bank under the Mortgage Purchase Agreements, in its individual capacity or as agent for other participants, pursuant to the terms of the AOT and COLB warehouse participation facilities. With respect to any mortgages about which there are questions or disputes regarding ownership, the parties will work in good faith with the applicable investors/claimants (which shall include any insurer or guarantor of certificates issued in connection with the securitization of such disputed mortgages).

to develop a mutually agreeable method ~~for RoundPoint~~ to provide servicing for such mortgages.

~~The~~To the extent there is no question or dispute regarding ownership of a Mortgage Loan, the
Debtor will turnover to RoundPoint all electronic files ~~and~~, data, loan files and trailing documents required for servicing of ~~all transferred~~such mortgages in a commercially reasonable timeframe no later than October 1, 2009. The transfer of mortgage servicing is without prejudice to or limitation of the rights of the Debtor, the FDIC-Receiver or any other party regarding the ultimate determination of the ownership of the mortgage assets or the value and recovery of the mortgage servicing rights. Any agreement or determination regarding the ownership of the Non-Colonial Mortgage Loans or allocation of assets, cash or obligations in respect thereof shall be subject to the Notice Procedures (as defined herein). Whenever further notice is required hereunder, the following procedures (the "Notice Procedures") shall apply and be followed:

- (a) The Debtor shall serve notice of the proposed action or agreement on all parties who have requested notice in the Chapter 11 case;
- (b) All noticed parties shall have five (5) business days to file and serve objections, if any; and
- (c) If any such objection is timely filed and served, the subject matter of notice shall not be effective except upon further order of the Bankruptcy Court after a hearing.

3. Colonial Lock Box Payments: ~~The~~Except as set forth below, the FDIC-Receiver shall, as soon as reasonably practicable, deliver to the Debtor all undeposited borrower payment checks and deposited electronic payments in the possession of the FDIC-Receiver. Upon receipt of these checks and payments, the Debtor shall: (a) record all information necessary to perform the Servicing Reconciliation of borrower payments; (b) allocate and segregate the checks by ~~"Mortgage Investor" (i.e., Colonial Bank, Freddie Mac, Ginnie Mae, Bank of America, Wells Fargo, etc. (collectively, and with all other investors, the "Mortgage Investors"));~~ Mortgage

Investor, subject to the Notice Procedures, (c) endorse the checks and deliver them to (i) the successor servicer for Mortgage Investors if mortgage servicing has been transferred or (ii) to an appropriate custodial, escrow or similar segregated account, as required by applicable servicing agreements with respect to such borrow payments; and, (d) deposit all remaining checks (i.e. checks not clearly due and owing to a designated successor servicer) into the Regions Bank clearing account established by the Debtor for the purpose of accomplishing the Servicing Reconciliation and allocation activities that are the subject of this Stipulation. ~~—, subject to the Notice Procedures.~~ In the case of checks to be delivered to a successor servicer for Mortgage Investors pursuant to clause (c) above, the FDIC-Receiver shall, if so requested by such successor servicer, deliver directly to such successor servicer the checks required to be delivered to it pursuant to clause (c) above with a copy to the Debtor. Such successor servicer is authorized to endorse such checks in the name of the Debtor and to deposit such checks in a custodial account maintained by or for it pursuant to its servicing arrangements in respect of the relevant Non-Colonial Mortgage Loans.

4. Colonial Bank Account Reconciliation: Subject to the legal limitations imposed on the FDIC-Receiver pursuant to the preliminary injunction (the “Preliminary Injunction”) entered by Judge Jordan of the District Court for the Southern District of Florida¹ against the FDIC-Receiver as ~~Receiver~~receiver for Colonial Bank, the FDIC-Receiver shall provide the Debtor, with a copy to each Mortgage Investor requesting the same, with all borrower payment detail, along with transactions and other information regarding the bank accounts previously maintained by the Debtor at Colonial Bank, so that the borrower payments can be reconciled and allocated to the appropriate Mortgage Investor custodial accounts and other accounts at Colonial Bank as part of the Servicing Reconciliation. Additionally, the FDIC-Receiver shall provide the

¹ The Case Number is 09-22394-CIV-JORDAN.

Debtor and each Mortgage Investor requesting the same with account level detail for all account activity for all Debtor bank accounts at Colonial Bank since [August 4, 2009]² as soon as practicable, but in, in any event, not later than October 1, 2009. Without limiting the foregoing, the Debtor and the FDIC-Receiver shall work together with Mortgage Investors to: (a) prepare an accounting regarding any mortgage payments made or scheduled to have been made in July, August and September 2009 in respect of any Non-Colonial Mortgage Loans; (b) release to the applicable Mortgage Investor, or any person designated by such Mortgage Investor, all payments made in July, August, and September 2009 in respect of the applicable Non-Colonial Mortgage Loans which are currently held in the Colonial Accounts and as to which neither the FDIC-Receiver nor another Mortgage Investor claims an ownership interest; and (c) cooperate with the Mortgage Investors in having delivered to each borrower under the Non-Colonial Mortgage Loans new payment instructions with respect to such Non-Colonial Mortgage Loans.

5. Regions Bank Account Reconciliation and Allocation: The Debtor has established post-petition bank accounts at Regions Bank, the majority of which are intended to replicate the Debtor's Colonial ~~bank accounts~~ Accounts (though on a smaller scale) to be used in the Servicing Reconciliation and allocation described herein (the "Regions Reconciliation Accounts"). ~~The~~ With respect to the Colonial Mortgage Loans, the Debtor is expressly authorized to deposit borrower checks, as well as other monies, into the Regions Reconciliation Accounts, and Regions is authorized to accept such deposits in accordance with and subject to the provisions and limitations of this Stipulation, as well as agreements with other Mortgage Investors or orders of this Bankruptcy Court. Additionally, Regions is authorized to place customary holds of up to [eleven (11) days on checks deposited into the Regions Reconciliation Accounts and holds of up

² The significance of this date is not clear compared to August 6, 2009 otherwise used herein.

to ninety (90) days³ on ACH transfers, and is authorized to require the Debtor to maintain a minimum balance in the Regions operating account of \$250,000, which requirement will be eliminated sixty (60) days after the final deposit is made. The Debtor has made and is making deposits and transfers into the Regions Reconciliation Accounts which include: (a) borrower payments received by the Debtor via check and electronic transfer; (b) checks from parties other than borrowers, which include insurance payments, tax and insurance refunds, and other similar payments; and (c) “consolidated borrower payments” in which a borrower has delivered one check in payment of mortgages held by two or more lenders, such as payment of a first and second mortgage. The Debtor will reconcile and account for all such borrower payments and allocate and transfer the appropriate amounts among other Regions Reconciliation Accounts established for the purpose segregating and maintaining: ~~(i)a~~ tax and insurance escrow payments; ~~(ii)b~~ principal and interest amounts allocated to specific Mortgage Investors; and; ~~(iii)c~~ the Debtor’s servicing fees. Any funds currently held in the Regions Reconciliation Accounts related to ~~loans owned by the~~ Colonial ~~Bank~~ Mortgage Loans that are not claimed or disputed by any other party shall be turned over immediately to the FDIC-Receiver, ~~provided however, that~~ ~~TBW~~ and all funds held in Regions Reconciliation Accounts related to Non-Colonial Mortgage Loans owned by any other Mortgage Investor shall be turned over to the relevant servicer or successor servicer for such Mortgage Investor provided however, that the Debtor preserves any and all rights or claims that it may have to offset against such funds it may have under applicable law, including as the same may be limited by Title 12 of the United States Code. No determination as to the ownership of any such Non-Colonial Mortgage Loans shall be binding on any party unless such party has consented thereto or such determination was made by the Bankruptcy Court, subject to the Notice Procedures.

³ These time periods appear to be excessive and should be substantially shortened.

6. Tax and Insurance Payments: The FDIC-Receiver and the Debtor acknowledge and agree that the highest near-term priority is the reconciliation of borrower tax and insurance “escrows.” Accordingly, the FDIC-Receiver and the Debtor will cooperate with each other and with successor servicers for Mortgage Investors, to provide information and take all steps necessary to assure the prompt payment of taxes, insurance premiums and related tax or insurance payments or refunds to borrowers as soon as reasonably possible. Notwithstanding anything else in this paragraph six (6), the FDIC-Receiver shall be empowered to make payments to third parties on behalf of borrower taxes and insurance obligations immediately upon approval of this Stipulation from funds currently in the Colonial Accounts; provided, however, that (i)a) the FDIC-Receiver shall provide the Debtor and Mortgage Investors with an accounting of all such payments, which will be included in the Servicing Reconciliation; ~~and;~~ (ii)b) this authorization shall not be deemed to be a waiver of any parties’ rights to recover servicing advances as provided for under applicable law; ~~and (c) no such payment may be made in respect of borrower taxes and insurance obligations relating to any particular Non-Colonial Mortgage Loans except with undisputed funds clearly allocable to such Non-Colonial Mortgage Loans, subject to the Notice Procedures.~~ In addition, notwithstanding any other provision of this Stipulation, monies in the Regions Reconciliation Accounts may be disbursed by the Debtor to fund payments of taxes, insurance premiums and related tax or insurance payments or refunds to borrowers or to borrower’s new escrow accounts maintained by Mortgage Investors’ successor servicers upon: (a) the written consent of the Debtor ~~and~~ the FDIC-Receiver, and each Mortgage Investor claiming an interest in such monies, or (b) an order of the Bankruptcy Court ~~approving such disbursement or use.~~

7. REO Sales Proceeds: Notwithstanding any other provision or recital, the FDIC-Receiver and the Debtor, without prejudice to the rights of any other Mortgage Investor, reserve all rights regarding ownership and administration of ~~REO~~real estate acquired through the foreclosure of a Mortgage Loan (“REO”), as well as entitlement to proceeds from REO sales. Further, the parties acknowledge and agree that they will work together with each Mortgage Investor claiming an interest in REO in resolving issues related to ~~that~~the administration, management and disposition of REO assets in a manner consistent with ~~Paragraph 11, paragraph eleven (11)~~eleven (11), below.

8. Asset Reconciliation: In addition to reconciling and allocating bank accounts and borrower payments as provided for above, the Debtor will work with the FDIC-Receiver, as well as other Mortgage Investors and creditors, to resolve and reconcile issues regarding ownership and other rights in mortgages, REO and other related assets that were serviced, maintained and controlled by the Debtor as of [August 3, 2009] (“Asset Reconciliation”). This reconciliation will be performed using transaction detail and other records of activity related to the Debtor’s AOT and COLB warehouse funding facilities at Colonial Bank, as well as records obtained from Mortgage Investors or others. Subject to the legal limitations imposed on the FDIC-Receiver pursuant to the Preliminary Injunction, the FDIC-Receiver shall make such records in its possession available to the Debtor and each Mortgage Investor requesting the same in a timely, commercially reasonable manner. The Debtor shall use its best efforts to complete this Asset Reconciliation by October 30, 2009, unless another time is agreed to in writing by the Debtor and the FDIC-Receiver, subject to the Notice Procedures. Upon the completion of the Asset Reconciliation, the Debtor agrees to return all such records to the FDIC-Receiver within five (5)

business days provided that copies of any such records relating to assets owned by a Mortgage Investor shall be furnished to such Mortgage Investor.

9. Reconciliation Report: Upon completion of the Servicing Reconciliation and Asset Reconciliation efforts described herein, the Debtor shall ~~file~~prepare a report ~~with this Court~~(the “Reconciliation Report”), which will include the following information:

- (a) a. ~~The~~the results of the Servicing Reconciliation;
- (b) b. ~~The~~the accounting and payments, if any, of tax and insurance premium payments on behalf of borrowers and advances of escrow amounts by either the FDIC-Receiver as receiver or the Debtor; and
- (c) e. ~~The~~the results of the Asset Reconciliation.

The Debtor shall furnish copies of the Reconciliation Report to the FDIC-Receiver and each Mortgage Investor that has requested a copy thereof from the Debtor. Each recipient of the Reconciliation Report may, for a period of [5] days after receipt, provide to the Debtor comments regarding such report. The Debtor shall provide copies of such comments to each Mortgage Investor to which copies of the Reconciliation Report were distributed and shall advise each Mortgage Investor what action the Debtor intends to take with respect to such comments. The Debtor shall file the Reconciliation Report with the Bankruptcy Court no earlier than [5] days, and no later than [10] days (or such later date as shall be agreed to by the Debtor, FDIC-Receiver and the relevant objecting parties), after the Debtor has delivered such notice to each Mortgage Investor of its proposed action in response to comments from such Mortgage Investor (or if no comments were received, after the delivery of the Reconciliation Report). To the extent that the Debtor’s reconciliation and allocation work is not completed by October 30, 2009, the Debtor shall file an interim status report regarding these issues on that date and file successive

interim reports every 30 days thereafter until such work is completed and a final report is filed in accordance with this Paragraph.

10. No Disbursement from Regions Reconciliation Accounts: Except for monies necessary to make tax, insurance and related payments on behalf of (or to) borrowers as set forth above, no monies in the Regions Reconciliation Accounts shall be disbursed or used by the Debtor absent an order of this ~~Court approving such disbursement or use~~Bankruptcy Court, subject to the Notice Procedures. Nothing in this ~~Paragraph~~paragraph ten (10) shall limit or restrict the right or ability of the Debtor, the FDIC-Receiver or any other party to move this Bankruptcy Court for an order requiring or allowing disbursement or use of monies in the Regions Reconciliation Accounts. To the extent that such funds are agreed by the FDIC-Receiver ~~and TBW,~~ the Debtor and any other Mortgage Investor claiming an interest in such funds, to be property of Colonial Bank, or are determined ~~as such~~to be such property by a court of competent jurisdiction, they shall be turned over to the FDIC-Receiver without further order of this ~~Court.~~Bankruptcy Court, subject to the Notice Procedures. To the extent such funds are agreed by the FDIC-Receiver, the Debtor and each Mortgage Investor claiming an interest in such funds to be property of the Debtor, or are determined to be such property by a court of competent jurisdiction, they shall be turned over to the Debtor without further order of this Bankruptcy Court, subject to the Notice Procedures. To the extent such funds are agreed by the FDIC-Receiver, the Debtor and each Mortgage Investor claiming an interest to be property of a Mortgage Investor, or are determined to be such property by a court of competent jurisdiction, they shall be turned over to such Mortgage Investor without further order of this Bankruptcy Court, subject to the Notice Procedures. Any turnover to FDIC-Receiver, the Debtor or any

Mortgage Investor of funds pursuant to this paragraph ten (10) (except pursuant to an order of a court) is subject to the Notice Procedures.

11. Cooperation: The Debtor ~~and~~ the FDIC-Receiver and each Mortgage Investor requesting to participate in the reconciliation and allocation provided herein shall work cooperatively in the exchange of information and use their best efforts to accomplish the objectives of ~~the~~such reconciliation and allocation ~~provided for herein~~. Accordingly, the Debtor is authorized to enter into any related or ancillary agreements necessary or required to effectuate this Stipulation without obtaining further Court approval ~~of such related or ancillary agreements~~, subject to the Notice Procedures. The FDIC-Receiver and the Debtor expressly acknowledge and agree that they will act in good faith and deal fairly with each other and each Mortgage Investor in the performance of the activities set forth in this Stipulation and any ancillary agreements, including the negotiation of the nature, structure and amount of fees to be paid to the Debtor for the performance of its obligations under this Stipulation.

12. Limitation on Debtor's Obligations: The Debtor's performance of the Servicing Allocation, Asset Allocation and related activities provided for in this Stipulation are limited by and expressly conditioned upon there being monies available to pay the Debtor's employees and professionals to perform such activities. Nothing in this paragraph twelve (12) shall obligate the FDIC-Receiver or any Mortgage Investor to make any payments or to release any funds to the Debtor or on behalf of the Debtor nor shall it preclude the Debtor from seeking payment.

13. FDIC Approval: Representatives of RoundPoint and the FDIC-Receiver shall be, and any Mortgage Investor so requesting by notice to the FDIC-Receiver and the Debtor (each a "Participating Mortgage Investor") may be, present to monitor and advise on all aspects and decisions related to the Servicing Reconciliation and Asset ~~Reconciliations~~Reconciliation.

subject to the Notice Procedures. The FDIC-Receiver and each Participating Mortgage Investor shall have the ~~final~~ right to ~~approve or deny each and~~ object to every decision related to the Servicing Reconciliation and Asset ~~Reconciliations~~ Reconciliation of the Colonial ~~Bank~~ ~~Accounts.~~ Accounts and the Regions Reconciliation Accounts, and in the case of any such objection, such decision shall be subject to the approval of the Bankruptcy court. All allocations and transfers of monies between and among the Colonial ~~Bank~~ Accounts by the Debtor require the written approval of the FDIC-Receiver and each Participating Mortgage Investor. The FDIC-Receiver also has the sole and unequivocal right to prohibit any individual who is or has been an employee, shareholder, officer, or director of the Debtor or Colonial Bank from participating in any reconciliation activity envisioned by this Stipulation. The FDIC-Receiver consents to the use and participation of employees of Navigant Capital Advisors, LLC and its affiliates in performing the reconciliation activity provided for herein. No determination relating to the Servicing and Asset Reconciliations of the Colonial Accounts and the Regions Reconciliation Accounts shall be effective unless consented to by the FDIC-Receiver, the Debtor and each Participating Mortgage Investor.

14. Liability: The FDIC-Receiver shall be released from any and all liability for any acts done in furtherance of this Stipulation (except for willful misconduct ~~and~~ or gross negligence) by the Debtor, all parties with any interest in the Non-Colonial Mortgage Loans and all parties that receive notice of this Stipulation. Furthermore, none of the ~~FDICReceiver~~ FDIC-Receiver's professionals, including, advisors, actuaries, accountants, attorneys, financial advisors, investment bankers, consultants, or agents, shall have or incur any liability to any holder of any interest in the Non-Colonial Mortgage Loans or any party that received notice of this Stipulation for any act or omission in connection with, related to or arising out of, the Non-

Colonial Mortgage Loans or any act in furtherance of this Stipulation.--- (except for willful misconduct or gross negligence). Further, nothing herein shall release the FDIC-Receiver from any liability in respect of any Non-Colonial Mortgage Loan, or any payments in respect thereof or records relating thereto, turned over to the FDIC-Receiver, which are ultimately determined to be owned by, or otherwise entitled to be received by, a Mortgage Investor.

15. No Waiver: No act or failure to act in the course of the accounting, allocation and apportionment of borrower payments is or should be construed to be a release, waiver, limitation or modification of any right, claim or defense that the Debtor, the FDIC-Receiver or any other party may have.

16. Modification: This Stipulation may not be modified, altered or amended except in writing signed by the parties hereto and ~~subject to the approval of~~approved by the Bankruptcy Court,~~if required under the Bankruptcy Code or Bankruptcy Rules.~~after notice to all parties in interest, including Mortgage Investors, and a hearing. The Debtor, the FDIC-Receiver, and any other party may, at any time, seek relief from or modification of this ~~Order~~Stipulation⁴ on ten (10) business days notice or such other relief as the Bankruptcy Court deems appropriate.

17. Bankruptcy Court Approval: This Stipulation is subject to the approval of the Bankruptcy Court. In the event the Bankruptcy Court declines to approve this Stipulation, the parties hereto shall return to their respective rights and obligations existing prior to the execution of this Stipulation. Nothing in this ~~Interim~~ Stipulation shall be deemed an admission of the Debtor or the FDIC-Receiver.

18. Reservation of Rights: This Stipulation has been entered into in an effort to resolve disputed issues that were raised in the Stay Relief Motion and the Turnover Motion. Accordingly, it is entered into and approved without prejudice to the rights of all parties,

⁴ The intent of this provision is unclear.

including the Debtor, the FDIC-Receiver, the Mortgage Investors, the Office of the United States Trustee, any committee of creditors appointed in the Chapter 11 case, or any creditor or party in interest. The rights, if any, of all of the foregoing parties are expressly reserved inter se including, but not limited to, this Bankruptcy Court's jurisdiction over the FDIC-Receiver pursuant to Title 12 of the United States Code or other applicable law.

19. Mortgage Investors. Notwithstanding anything to the contrary contained herein, neither the Debtor nor FDIC-Receiver shall be obligated to give any notice to, or obtain the consent of, any Mortgage Investor whose interest in the Mortgage Loans is not reflected in the records of the Debtor or FDIC-Receiver unless such Mortgage Investor has notified the Debtor and the FDIC-Receiver, at least [10] days prior to the time that notice to such Mortgage Investor would otherwise be required to be given to it hereunder, of its interest in Non-Colonial Mortgage Loans. The Debtor and FDIC-Receiver acknowledge that Wells Fargo and Assured are Mortgage Investors.

20. Address for Notices. All notices or other communications hereunder to the Debtor or FDIC Receiver shall be in writing (including fax and email) addressed as follows:

If to the Debtor:

STICHTER, RIEDEL, BLAIN & PROSSER, P.A.

110 East Madison Street, Suite 200

Tampa, Florida 33602

Attention: Russell M. Blain
Edward J. Peterson, III
Amy Denton Harris

Telephone: (813) 229-0144

Facsimile: (813) 229-1811

Email: rblain@srbp.com
epeterson@srbp.com
aharris@srbp.com

and

TROUTMAN SANDERS LLP

600 Peachtree Street Suite 5200
Atlanta, Georgia 30308
Attention: Jeffrey W. Kelley Georgia Bar
Ezra H. Cohen
J. David Dantzler, Jr.
Telephone: (404) 885-3000
Facsimile: (404) 885-962-6880
Email: []

If to FDIC-Receiver:

DLA PIPER LLP (US)
100 North Tampa Street Suite 2200
Tampa, FL 33602-5809
Attention: Philip V. Martino
Telephone: (813)222-5938
Fax: (312) 630-7334
Email: philip.martino@dlapiper.com

and

DLA PIPER LLP (US)
1251 Avenue of the Americas
New York, NY 10020
Attention: Thomas R. Califano
Richard F. Hans
Christopher R. Thomson
Telephone: (212) 335-4762
Fax:
Email:

or, in the case of the Debtor or FDIC Receiver, to such other address as it shall
specify by a notice in writing to the other party and to each Mortgage Investor.

If to any Mortgage Investor: to the address for such Mortgage Investor in the records of
the Debtor or FDIC-Receiver or such other address as such Mortgage Investor shall specify by a
notice in writing to the debtor and FDIC-Receiver.

Each notice shall be effective (a) three business days after being deposited in the mail,
postage prepaid, (b) upon successful transmission, in the case of notice by fax or email, or (c)

upon receipt, in the case of delivery by hand or courier; provided that any notice by fax or email received after business hours or on a day which is not a business day at the place of receipt shall be deemed to have been received on the next succeeding business day.

Stipulated and agreed to, this 11th day of September, 2009.

**Taylor, Bean & Whitaker Mortgage Corp.,
Debtor in Possession**

/s/ J. David Dantzler

Jeffrey W. Kelley Georgia Bar No. 412296

Ezra H. Cohen Georgia Bar No. 173800

J. David Dantzler, Jr. Georgia

Bar No. 205125

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**STICHTER, RIEDEL, BLAIN & PROSSER,
P.A.**

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Telephone: (813) 229-0144

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~~ATTORNEYS~~ **ATTORNEYS FOR DEBTOR**

**Federal Deposit Insurance Corporation, as
Receiver for Colonial Bank, N.A.**

/s/ Thomas R. Califano

Philip V. Martino Florida Bar No. 079189

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Tampa, FL 33602-5809

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and

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Legend:	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	171
Deletions	77
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	254